

TRAINEE TRAINING SERVICES AGREEMENT

This **Trainee Training Services Agreement**, and all Appendices attached hereto and made a part hereof (collectively, the “TSA”) is entered into on the 12 day of October (“Effective Date”); between

CAE Oxford Aviation Academy Phoenix Inc., a corporation incorporated under the laws of the state of Arizona, with a place of business at 5010 East Falcon Drive, Mesa, AZ 85215, United States (hereinafter referred to as “CAE”);

JetBlue Airways Corporation, a corporation incorporated under the laws of Delaware with a place of business at 27-01 Queens Plaza North, Long Island City, NY 11101, United States (hereinafter referred to as “JetBlue”); and

James Urquhart, an individual domiciled and residing at 5210 E. Hampton Ave. Apt. 1161 Mesa, AZ 85206, with Identity Card No. 489990091 (hereinafter referred to as “**Trainee**”).

Collectively referred to as “Parties” and individually referred to as “Party”.

WHEREAS CAE operates a fully FAA accredited ab initio flight school approved to deliver theoretical and practical flight training starting at the single-engine primary (or beginners’) level and extending to advanced flight training in both multi-engine and jet aircraft, all of which is delivered by FAA certified flight instructors;

WHEREAS JetBlue is a fully accredited United States air carrier that has pre-screened and selected the Trainee for Training (both Trainee and Training as defined herein) pursuant to this TSA, with a view of hiring the Trainee at the end of such Training;

WHEREAS Trainee wishes to start and complete the Training, upon the terms and conditions of this TSA; and

WHEREAS the Parties wish, therefore, to enter into this TSA setting forth the terms and conditions of the Training to be delivered by CAE at its training center in Mesa, Arizona and by JetBlue at its training center in Orlando, Florida.

THEREFORE:

The Parties agree as follows:

1. DEFINITIONS

1.1. Definitions

In this TSA, the following words have the meaning indicated hereafter:

- (i) “**ATP CTP Course**” means the training course as approved under FAA Advisory Circular AC61138, which is required to be successfully completed prior to undertaking the ATP Certificate Written Exam.
- (ii) “**CAE Conditional Employment Letter**” means the letter of conditional employment as a certified flight instructor given by CAE to the Trainee upon signing of this TSA, a copy of which CAE Conditional Employment Letter is attached hereto as Appendix A.

- (iii) “**CAE Flight Instructor Employment Agreement**” means the employment agreement for the position of certified flight instructor at CAE given by CAE to the Trainee upon signing of this TSA, a copy of which CAE Flight Instructor Employment Agreement is attached hereto as Appendix C.
- (iv) “**FAA**” means the Federal Aviation Administration of the United States.
- (v) “**FAA Approved Training Program**” means the Federal Aviation Administration of the United States approved Part 141 licensing program. This program approval is maintained by CAE and may be subject to modification and re-approval based on the needs of the business or FAA regulatory changes.
- (vi) “**FARs**” means the Federal Aviation Regulations.
- (vii) “**JetBlue Conditional Employment Letter**” means the letter of conditional employment as a First Officer, also known as a co-pilot or second-in-command, provided by JetBlue to Trainee prior to signing of this TSA, a copy of which is attached hereto as Appendix B.
- (viii) “**Phase II / Phase III**” means the portion of the Training that is delivered to Trainee by CAE at its training center in Mesa, Arizona, under the terms and conditions of this TSA.
- (ix) “**Phase I / Phase IV**” means the portion of the Training that is delivered to Trainee by JetBlue at its training center in Orlando, Florida under the terms and conditions of this TSA.
- (x) “**TSA**” means this Trainee Training Services Agreement, together with any Appendices and attachments hereto and any documents referenced herein or therein.
- (xi) “**Start Date**” means 12 day of October 2020.
- (xii) “**Trainee**” means the individual, identified in the introductory clause above, pre-screened and selected solely by JetBlue, who will receive the Pathway Training under this Trainee Training Services Agreement.
- (xiii) “**Training**” means the structured training to be provided to the Trainee by CAE and JetBlue pursuant to this TSA and to theories and practices jointly developed by CAE and JetBlue, consisting of the JetBlue Foundation Course, four (4) phase (Phase I / Phase II and Phase III / Phase IV) training program and the ATP CTP Course.

2. SCOPE

2.1. This TSA governs the provision by CAE and JetBlue of the Training services identified herein. This TSA is complemented by the CAE Oxford Academy General Terms and Conditions of Training dated **2016-04-10** (“GTC”) attached hereto as Appendix E, as it may be amended from time to time, and by any other attachments indicated in this TSA, all of which are incorporated herein to form an integral part hereof as though written at length hereafter. Unless otherwise defined herein, the capitalized terms used in this TSA shall bear the same meaning as those used in the GTC. In the event of inconsistencies between the terms of this TSA (including Appendices) and the GTC, the terms of this TSA shall prevail.

2.2. The Trainee hereby undertakes to start and complete the Training, and CAE and JetBlue hereby undertake to provide such Training, the whole under the terms and conditions of this TSA.

2.3. Appendix D, incorporated by reference and made a part hereof, lists the components of the Training. Once the Training has been achieved and the Trainee has completed its employment with CAE, as a Certified Flight

Instructor, as contemplated by the CAE Conditional Employment Letter, the Trainee will be released to JetBlue for employment as a First Officer, also known as a co-pilot or second-in-command, and CAE will no longer be responsible for further development of the Training under this TSA, and specifically the required Base Training with the minimum required landings under the FAA, which shall be the sole responsibility of JetBlue. The Parties further acknowledge and agree that the individual components of the Training necessarily involve the transfer of Trainees back and forth between CAE and JetBlue, and that a Party's responsibility for a Trainee is limited to those times during which the Training is engaged in Phase II and III of the Training (CAE responsibility) or JetBlue Foundation Course, Phase I and IV of the Training and ATP CTP course (JetBlue responsibility).

2.4. This TSA is conditional upon Trainee (i) entering into the CAE Conditional Employment Letter with CAE, (ii) entering into the JetBlue Conditional Employment Letter, (iii) providing CAE evidence of available funds to pay for the Training in its entirety, and (iv) providing CAE evidence of an FAA first-class medical certificate.

2.5. This TSA is valid only for the Training courses described herein. Subject to Section 3.4, any variation in the Start Date will require a new agreement or amendment. If the Training is disrupted, suspended, extended or rescheduled for reasons outside the control of CAE or JetBlue, a revised TSA redefining the new Training plan will be required. Any additional costs incurred because of such events must be borne by the Trainee.

3. PRICING

3.1. Trainee agrees to pay CAE for Training in accordance with the schedule below, which represents the total price payable by Trainee to CAE for such Training (the "Total Price") and the specified amount of training time (excluding any remedial training fees and expenses). For clarity, CAE will collect all fees from Trainee for all Training phases and will allocate it with JetBlue as is agreed between the Parties, and when applicable, between CAE and JetBlue, it is the terms of their separate agreement that shall apply. All Training fees are non-refundable.

Item	Phase	Duration (weeks)	Provider	Training Location	Modular Program Price (USD)
1	JetBlue Foundation Course	1	JetBlue	Orlando, Florida	\$0
2	Part 141, Commercial multiengine, Instrument	56	CAE	Mesa, Arizona	\$87,100
3	Part 61, Singleengine additional rating				
4	Part 61, Certified Flight Instructor & Instrument Instructor				
5	ATP CTP Course	1	CAE	Phoenix, Arizona	
6	JetBlue Airline Preparation Course	4 to 6	JetBlue	Orlando, Florida	\$1,187
7	Misc. Fees (iPad, software, accessories, books, etc.)	-	JetBlue	-	\$800
TOTAL PRICE PER TRAINEE					\$89,087

TRAINING SUPPORT OPTIONS					
A	Lodging fees at CAE (based on double occupancy apartment, single person per room)	60	Local Vendor	Mesa, Arizona	\$12,120
B	Weekly stipend (\$100 per week for flight training stipend)	56	-	Mesa, Arizona	\$5,600
TOTAL PRICE PER TRAINEE including all Training Support Options					\$106,807

* the JetBlue Foundation Course is delivered under the sole responsibility and organisation of JetBlue, and prior to the commencement of the Pathway Training, and is outside the scope of this Agreement.

3.2. Pricing Considerations

a) CAE Delivered Training

The following items are included in prices shown in 3.1 above:

- Education, Training & Administration (ETA) by Talon Systems, a software based training management system.
- FAA 1st-attempt examination fees for Private Pilot Certificate (PPC), Instrument Rating (IR), Commercial Pilot Certificate (CPC), Multi-Engine (ME) add on, Certified Flight Instructor Certificate (CFI) and CFI Instrument Rating (CFII), ATP Written Exam.
- Aircraft-specific flight manual, pilot certificate knowledge test study guides for each certificate and rating sought by each Trainee in the Pathway Training and appropriate FAA aeronautical manuals.
- One aviation headset.
- LMS Learning Management System (LMS) access – CBT package (AEL, CRM, TEM) - One FAA Class 1 medical exam (initial exam or renewal), as scheduled by CAE. - CAE uniform (consisting of 2 pairs of pants, 3 shirts, 1 tie, 1 pair of CAE epaulettes).
- Ground transportation (to and from CAE managed accommodation in Phoenix and the CAE training facility in Phoenix).

The following items are excluded from pricing and shall be to the account of each Trainee:

- All other travel costs (airline transportation costs); - Additional FAA examination attempts; - Recurring FAA Medical Exam fees.

b) JetBlue Delivered Training

The following items are included in the prices shown in items 1, 4 and 6 above:

- Accommodation and meals during the duration of JetBlue Foundation Course at the JetBlue University in Orlando, Florida;
- Accommodation and meals during the JetBlue Airline Preparation Course at JetBlue University in Orlando, Florida;

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- All required training materials, to include text books, other reading materials, Apple iPad, and associated software.

The following items are excluded from the pricing and shall be to the account of each Trainee:

- Travel costs between training phases: Note: JetBlue, where possible, will make best efforts to provide transportation between phases via JetBlue aircraft.

The Trainee payment schedule is as follows:

Payment Milestones	Total Price	Training Support Options:		
		Total Price + Accommodation only	Total Price + Stipend only	Total Price + Accommodation & Stipend
Signing of Trainee Training Services Agreement	\$ 10,000.00	\$ 12,470.00	\$ 11,120.00	\$ 13,600.00
Two (2) months after start of CAE Training	\$ 26,360.00	\$ 29,580.00	\$ 28,000.00	\$ 31,200.00
Seven (7) months after start of CAE Training	\$ 26,360.00	\$ 29,580.00	\$ 28,000.00	\$ 31,200.00
Eleven (11) months after start of CAE Training	\$ 26,367.00	\$ 29,577.00	\$ 27,567.00	\$ 30,807.00
Total	\$ 89,087.00	\$ 101,207.00	\$ 94,687.00	\$ 106,807.00

Except for the first milestone payment that will be due upon signature of this TSA, CAE will issue an invoice to the Trainee thirty (30) days prior to the milestone payment due date. The start date of each phase of training and associated payment due date, shall be determined by JetBlue and CAE.

3.3. Additional/Remedial Training/ Excess Hours/Extra Sessions

- If Trainee requires it and is otherwise not in violation of any terms of this TSA, CAE will provide remedial training, not to exceed 10 hours in Phase I and II of the Training, at no additional charge. If Trainee exceeds the authorized amount of remediation and exhibits prolonged sub-standard performance, Trainee will enter a Training Review Board (TRB) process conducted in coordination with JetBlue.
- In the event the Trainee exceeds 10 hours, CAE will charge the Trainee directly for any additional amount.
- In the event that the Training duration is modified due to any changes in regulation, the appropriate adjustments in the Trainee charges will be made.
- Additional training will be charged at the published rate and shall be payable prior to the provision thereof by CAE or JetBlue.
- Upon the first failure to attend a simulator session or aircraft flight, a warning will be issued but upon the second and subsequent occurrences, the Trainee shall be charged the then current local published instructional hourly rate for the scheduled training.
- All other payments due hereunder, other than payments for additional training, shall be payable within ten (10) days of receipt of invoice.

3.4. The Training is sold as a complete package. Regulatory credit of previous licenses where appropriate are considered on a case by case basis by the Chief Instructor. Prices are subject to change for grounds indicated in the GTC. Furthermore, CAE reserves the right to alter the content, duration or Start Date of the Training, or any elements of the Training, provided that any such change does not reduce or limit the overall standard of Training provided and that the Start Date is not changed by more than ninety (90) days.

4. PERSONAL DATA

4.1. The following Section replaces Section 8 (Personal Data) of the GTC:

In order to provide the Course and anything associated with that, CAE and the relevant Providers(s) collect, process, use and store Trainee's personal data, including personal identification and bank details, background and medical information, the results of reference checks and assessments, and other information required to deliver the Course or to record Course progress. CAE complies, and shall ensure that its Provider complies, with applicable legal requirements and does not transfer or disclose Trainee's personal data to third parties except:

- a) as is required or desirable to provide the Course or as may be required by law or applicable regulations, which includes transferring Trainee's personal data to the Provider(s) (including but not limited to Provider in the USA), the relevant NAA, educational oversight institutions and external security agencies;
- b) as is required or desirable in connection with (arranging) financing for payment of the Course fees or associated sponsoring arrangements, which includes transferring Trainee's personal data to the financial institution(s) providing the financing, any intermediary acting therefor, any competent financial oversight institutions and any airline or other sponsor being part of a financing arrangement; or
- c) if specifically requested by the Trainee (for example, to potential employers).

By signing the TSA, the Trainee explicitly consents to the above actions, including the transfer of such data in the manner specified. The Trainee has the right to request access to its personal data kept by CAE or the Provider and to request correction of errors contained in such data.

CAE shall, and shall ensure that the relevant Provider(s) shall, have and maintain appropriate technical and organisational measures in place to protect personal data obtained, accessed or processed by it/them against unauthorised or unlawful processing, accidental loss, destruction or damage.

CAE reserves the right, unless specifically requested otherwise by the Trainee, to use any pictures, images and other materials for publicity purposes involving Trainees enrolled for training.

CAE reserves the right to retain all relevant paperwork connected to the course of training stipulated in the Contract for a period of up to 5 years or the minimum period as may be required by the applicable regulations, by the NAA or competent oversight institutions, whichever is the longer.

5. GOVERNING LAW

5.1. The Parties agree that this TSA shall be governed and interpreted in accordance with the laws of the State of New York, excluding all other choice of law and conflicts of law rules. Any legal action or proceeding with respect to this TSA shall be brought in the courts of New York, and each Party hereby irrevocably accepts the jurisdiction of the aforesaid courts, and that a judgement after exhaustion of all available appeals shall be conclusive and binding upon it, and may be enforced in any other jurisdiction. The Parties expressly exclude and waive the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) (Vienna Convention) as amended. The contents of Clause 9.8 of the GTC are complementary to this provision and, should any matter be brought before a different jurisdiction, as indicated in such clause, the Parties agree to waive all rights to jury trial.

6. EXECUTION:

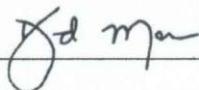
6.1. This TSA may be signed in several counterparts, each of such counterparts so signed shall constitute an original, and all counterparts together shall constitute a single instrument. Any signature page delivered via facsimile transmission or electronic mail (pdf format) shall be binding to the same extent as an original signature page. Any Party who delivers such a signature page agrees to subsequently deliver an original counterpart to any Party that requests it.

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed this TSA on the date(s) indicated beside their respective signatures.

CAE Oxford Aviation Academy Phoenix Inc.

By:

(Signature)



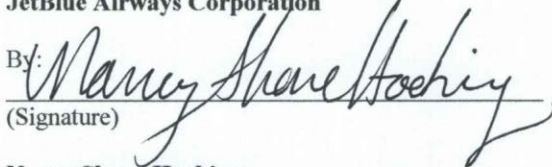
Name: David Morse

Title: Center Leader

JetBlue Airways Corporation

By:

(Signature)




Nancy Shane Hocking

Manager Pilot Gateway Programs, JetBlue Airways

Trainee

By:

(Signature)



APPENDIX A

CAE CONDITIONAL EMPLOYMENT LETTER

[Date]

[Trainee Name]

Subject: Conditional Letter of Offer

Dear _____,

We are pleased to confirm you have been accepted to the JetBlue Gateway Select Program on the terms and conditions set out below. You will commence the flight training component of the program with CAE's ab initio training academy in Phoenix, Arizona, (CAE), expected to begin (DATE) or such other date as advised. This conditional letter of offer is valid for 2 years from the course commencement.

The duration of the program is expected to be *10 months* from the commencement date. Upon successful completion of the program, you will be offered an employment contract with CAE for the position of Certified Flight Instructor (CFI). At successful completion of the CAE CFI induction program you may commence employment as a junior certified flight instructor with CAE, with the possibility to advance from a F1 (junior instructor) to a F3 (advanced ME instructor) with associated increase salary benefits. Your employment commitment to CAE is twenty-four (24) months.

This conditional Letter of Offer is also meant to assist you in your application of any financial assistance, if so required, for your enrolment in the program. This letter does not constitute a contract or part of a contract of employment until your successful completion of the JetBlue Gateway Select Program.

The terms and conditions set out in this conditional letter of offer replace any prior written or oral representation made to you. The terms and conditions are as follows;

Conditions of Employment

The offer of employment after your successful completion of the Gateway Select Program, is subject to your;

- Successful completion of the Gateway Select Program as stated, to the required standard.
- Successful completion of the CAE CFI Induction program.
- Maintaining your FAA Class I Medical Certificate and being in possession of valid licenses and ratings in order to be employed as a junior certified flight instructor with CAE.
- Upholding the code of conduct as stated in the CAE code of conduct manual throughout the Gateway Select Program and subsequent CFI Induction training.
- Meeting any other requirements put forth by the Federal Aviation Administration (FAA) for the purpose of attaining the required FAA certificates and or ratings.
- Receiving satisfactory security clearances by the relevant authorities.

Further to the above terms and conditions as you were selected by CAE to take the CFI Induction training, the training will be fully funded by CAE and your employment with the Company will commence on the commencement of the CAE CFI Induction Training.

Given this opportunity and your recognition that it will significantly enhance your skills as a Flight Instructor and agree that such training is of the same value to you as the respective costs thereof are to us, you agree that in exchange for receiving this training, if you voluntarily resign or are terminated for cause, as determined by the Company in its sole discretion, during or within six months of course completion, you will be obligated to return the prorated cost of the training. The total cost for this training is \$3,000.00. If you remain employed with CAE for more than six months after the course completion, you will not be responsible to return any portion of the training cost.

Furthermore, you hereby expressly authorize CAE to deduct any balance of the training cost from your final paycheck to the extent permitted by law. You further agree to pay any and all reasonable attorney fees, collection costs, and court costs incurred to collect any amount that you may continue to owe CAE.

If you are in agreement with this contract, sign this Conditional Letter of Offer and return it to the CAE HR Department. You hereby acknowledge that you are entering this agreement freely and that you are free to choose not to go through the training and not to accept this conditional stipend.

Please do not hesitate to contact me or the HR Department if you have any questions.

Sincerely,

FAA Chief Instructor

APPENDIX B
JETBLUE CONDITIONAL EMPLOYMENT LETTER

JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, NY 11101
United States

[DATE]

[Trainee's Full Name]
[Trainee's Address]

Dear [First Name],

We are pleased to present this conditional offer of employment as a JetBlue Airways First Officer contingent upon your successful completion of the required training and conditions set forth in the Trainee Training Services Agreement.

To gain employment at JetBlue, you must continue to meet the eligibility requirements expected of all new-hire pilots. This includes maintaining your FAA Class 1 Medical Certificate and a valid Passport, upholding the standards of conduct set forth in the JetBlue Crewmember Blue Book, and successful background verification and PRIA review. Additionally, failure to meet suitable metrics at any point during your training is grounds to convene a Training Review Board, the purpose of which is to determine whether or not training should be continued.

The terms of your employment as a JetBlue First Officer will be identical to those offered to other prospective First Officers at the time you become a JetBlue Crewmember.

For questions about this conditional offer of employment, or to receive the above information in a language other than English, please contact the Talent Acquisition Team at 718-286-7900 or at gatewayselect@jetblue.com.

Sincerely,

Date: _____

JetBlue Airways Corporation

Trainee Signature

Date: _____

APPENDIX C

CAE FLIGHT INSTRUCTOR EMPLOYMENT AGREEMENT

[DATE]

CAE Oxford Aviation Academy Phoenix Inc.
5010 East Falcon Drive, Mesa, AZ
85215, United States

Dear _____:

CAE is pleased to offer you a job as a Flight Instructor in association with the JetBlue Gateway Select Scheme. The location is 5010 E Falcon Drive, Mesa, AZ, 85215. On your first day, **please bring documentation that verifies your identity and eligibility to work in the United States.**

This offer is contingent upon your written acceptance and successfully completing the pre-employment process, which includes a drug screen and background check, per CAE policy.

Should you accept this job offer, you'll be eligible to receive the following beginning on or after your date of hire.

- Start Date: _____
- Salary: Annual base salary (2019) paid biweekly, is as follows:

Pay Grade	Salary (with accommodations*)	Salary (no accommodations)
Flight Instructor I (F1)	\$ 30,618	\$ 35,568
Flight Instructor II (F2)	\$ 31,550	\$ 36,500
Flight Instructor III (F3)	\$ 36,050	\$ 41,000

* Accommodation Cost per person is \$4,950 per year (utilities not included), based on double occupancy.

The statement of annual salary is for ease of computation only and does not imply a guarantee of employment for any specific period. One of the many benefits we offer is our paperless payroll system. With direct deposit, you will have your pay check automatically deposited in your checking or savings account on payday.

- Introductory Period: The introductory period generally extends for the first 6 months after the date of hire. This is a review period for you to become acquainted with CAE and for you to demonstrate your ability to achieve a satisfactory level of performance. CAE uses this period to evaluate employee capabilities, work habits, and overall performance.

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- **Commitment Period:** As per the association with the JetBlue Gateway Select Program, you are being offered this position with the understanding that your commitment to CAE is a minimum of twenty-four (24) months. This is inclusive of your CAE CFI induction training, however exclusive of your CFI/CFII training which is part of the preceding Trainee pilot program under the JetBlue Gateway Select scheme. Failing to fulfill your commitment period will result in your removal from the Gateway Select scheme and loss of your first officer opportunity with JetBlue.
 - **Benefits:** As a full-time employee of CAE, the company offers a competitive benefits package. You will be eligible to participate with the company's benefit plans on the first day of employment:
 - ✦ 401(k) retirement account
 - ✦ Health, Dental, and Vision Insurance
 - ✦ Life Insurance (2x Salary paid by employer) ✦ Vacation (Prorated based on date of hire)
 - ✦ Sick Days (6 days per year – prorated based on date of hire)
 - ✦ 10 Paid Company Holidays
- To accept this job offer:**
1. Sign and date this job offer letter where indicated below.
 2. Sign and date the enclosed **Code of Cadet Conduct** where indicated.
 3. Sign and date the enclosed **Code of Business Conduct** where indicated.
 4. Sign and date the enclosed **At-Will Employment Confirmation** where indicated.
 5. Fill out the enclosed **Authorization to Obtain Information** form for a background check.
 6. Return **all signature pages** of the signed and dated documents listed above back to us within 48 hours of this job offer. You may return the documents via email or you may fax to (480) 948-5103.
 7. Attend new-hire orientation on _____

To decline this job offer:

1. Sign and date this job offer letter where indicated below.

If you accept this job offer, your hire date will be on the day that you attend new-hire orientation. Plan to work for the remainder of the business day after new-hire orientation ends.

We at CAE hope that you will accept this job offer and look forward to welcoming you aboard. Sincerely,

FAA Chief Instructor

Enclosures: 4

Accept Job Offer

By signing and dating this letter below, I accept the job offer by CAE.

Signature: _____ Date: _____

Decline Job Offer

By signing and dating this letter below, I, decline the job offer by CAE.

Signature:_____ Date:_____

APPENDIX D TRAINING COMPONENTS

1. TRAINING LOCATIONS:

1.1. The CAE Training will be provided at the training location(s) identified below:

CAE Oxford Aviation Academy – Phoenix
5010 E Falcon Drive
Suite 201
Mesa, AZ,
85215

The JetBlue Training will be provided at the location(s) identified below:

JetBlue Orlando Support Center
8265 Hangar Blvd
Orlando, FL
32827

2. ACCOMMODATION FOR CAE PHOENIX LOCATION

- 2.1. A double-occupancy apartment with two bedrooms in a CAE managed accommodation can be provided as an optional extra (at cost) for the anticipated Course duration undertaken in Phoenix, subject to adjustment as indicated in the paragraph below. Upgrade to single-occupancy can be made at the then published rate.
- 2.2. Trainee may choose to receive the Accommodation fee in the form of a Housing Stipend to be used for Trainee's self-arranged accommodation outside of the CAE managed accommodation. This option is available to Trainees during the Training at CAE Phoenix only. This Housing Stipend shall be paid out to Trainee on a monthly basis.
- 2.3. Extensions or variations to the scheduled Course dates, if they are due to: a) rulings or changes imposed by regulatory bodies, b) the Trainee's lack of availability to train for reasons such as unauthorised absence, periods of extended or repetitive illness, temporary suspension of the First -Class Medical Certificate or c) exam or test flight failures, will incur additional accommodation costs at the prevailing weekly room rate which will be charged to the Trainee.

3. ACCOMMODATION FOR JETBLUE ORLANDO LOCATION

- 3.1. A single-occupancy room at The Lodge at the JetBlue Orlando Support Center is included for the anticipated Foundation Course duration undertaken in Orlando, subject to adjustment as indicated in the paragraph below.
- 3.2. A double-occupancy apartment or similar long-stay hotel facility is included for the anticipated Phase III and Phase IV Course duration undertaken in Orlando, also subject to adjustment as indicated in the paragraph below.

4. RATES & PAYMENT:

- 4.1. Unless specifically stated otherwise, all references to currency in this TSA are in USD.
- 4.2. The Trainee agrees to pay to CAE the rates set out at Section 3 of this TSA (the "**Rates**") for the training services and any other amounts as set out in the Contract, plus (unless such taxes are specifically identified as being included in a rate) all duties, taxes or other levies including sales, value added taxes, goods and services taxes, use taxes and all similar type taxes as well as withholding taxes, as applicable.
- 4.3. If taxes are identified as being included by CAE, then such taxes are included at the prevailing rate and applied to the taxable portions of the Course. CAE will pass any future increases or decreases in taxes

to the Trainee according to applicable regulations. To the extent that the Trainee is required under applicable laws to withhold or deduct taxes on any payment to be made to CAE, then the amount payable shall be increased by the amount that will result in CAE receiving a net payment in the amount it would have received absent such withholding tax or deduction.

- 4.4. If CAE is required to pay any of the aforementioned fees and/or taxes or any penalties or interest payments thereon (so long as such penalties or interest are not due to CAE default of any legal or contractual obligation), then any such payments made by CAE shall be promptly reimbursed to CAE by Trainee.

5. NOTICES:

- 5.1. Notices or communications pertaining to this Agreement must be delivered in writing to the other Party at addresses identified in the recitals of the TSA, with copy to General Counsel unless a Party notifies the other Party of a change in address. Notice shall be deemed given upon personal delivery, overnight delivery by a recognized courier, or upon receipt by certified mail, return receipt requested.

6. LICENSE AND FAA:

- 6.1. The Trainees follow the Training with the aim of completing the appropriate tests and exams to obtain the following licenses and certificates:
- 6.1.1. Private Pilot Certificate (PPC), Instrument Rating (IR), Commercial Pilot Certificate (CPC), Multi-Engine (ME) add on, Certified Flight Instructor Certificate (CFI) and CFI Instrument Rating (CFII) and ATP CTP Certificate.

7. MEDICAL CERTIFICATE:

- 7.1. The Trainee is required to hold a valid first class medical certificate before commencing the Course, issued from the FAA and bring the original certificate for course enrolment; exceptions must be approved in writing by CAE Head of Training in advance of signing this Contract.
- 7.2. CAE recommends that the Trainee maintains a continuous first-class medical status during training. Trainees who allow their first-class medical to lapse do so at their own risk.

8. ADDITIONAL TRAINING/ EXCESS HOURS/ EXTRA SESSIONS:

- 8.1. Any additional training above the number of hours identified in this TSA will be charged at the below rates and shall be payable prior to the provision thereof by CAE.

Item	Price (USD)	Remark
Aircraft (Single Engine)	295	per hour (solo & with instructor)
Aircraft (Multi Engine)	360	per hour (solo & with instructor)
Simulator (Single/Multi Engine)	120	per hour
Accommodation	200	per week

- 8.2. Upon the first failure to attend a simulator session or aircraft flight, a warning will be issued but upon the second and subsequent occurrences, the Trainee shall be charged the then current local published instructional hourly rate for the scheduled training.

9. FORM OF PAYMENT:

- 9.1. The Trainee shall make his payments by debit card or by bank electronic transfer to CAE's bank account, the details of which are indicated on the invoice.
- 9.2. Personal cheques/checks and credit cards are not accepted.

9.3. All bank charges are the responsibility of the Trainee.

10. INTEREST ON LATE PAYMENT:

10.1. Any overdue amount shall bear an interest/late payment charge of 1% per month, compounded monthly (12.68% per annum) until fully paid.

11. CANCELLATION/ TERMINATION FEES:

11.1. Payment shall be made by the Trainee within 30 days of receipt of CAE's invoice for same.

12. TRAINING:

- 12.1. All flight training is inclusive of pre and post flight briefings.
- 12.2. Licensing and testing fees are based upon the current scale of charges but subject to change by the FAA at any time; any variation to which will be borne by the Trainee.
- 12.3. CAE reserves the right to charge the Trainee for any damage to aircraft resulting from failure to follow standard operating procedure or through negligent practice.
- 12.4. All flight training (aircraft and simulator) is calculated as take off to landing plus 15 minutes. A record of attendance is maintained throughout the Course for each Trainee and this will be made available to the FAA at their request.

14. TRAINING FOOTPRINT:

CAE Delivered Training Plan:

- 14.1. The table below outlines the proposed training scheme for JetBlue Airways' traditional licensing Training Program and Instructors Training Program. Each phase details the major training items, training media to be used, training hours and associated ground training media.

APPENDIX E
GTC

NOTE: Do not remove this note from TSA until immediately prior to execution. Before any Trainee TSA is signed, CAE shall ensure that it is using the latest GTC (2016-04-10 or any newer version which may arise).

CAE General Terms and Conditions of Training dated 2016-04-10 (“GTC”)

1. DEFINITIONS - In the Contract:

1.1. **“Accommodation”**, if same is provided by CAE as part of the Contract, has the meaning set out in the TSA;

1.2. **“CAE Standards”** means all standards, rules, regulations, policies and procedures applicable to the Contract and the training to be performed thereunder, as reflected in the Training Manuals and the Operations Manual.

1.3. **“CAE Training Network”** means the training centres of CAE and/or its affiliates or other entities having an agreement with CAE enabling them to provide the Course;

1.4. **“CAE”** means the relevant CAE Oxford Aviation Academy entity identified in the TSA, and when applicable, the Provider(s);

1.5. **“Contract”** shall mean the TSA and the GTC;

1.6. **“Course”** means each pre-determined set of instructional activities and/or materials structured as a training

course, and set out in a Syllabus, to be undertaken by the Trainee at CAE specified in the TSA or as varied or substituted pursuant to the Contract;

1.7. **“Course Materials”** means manuals, handbooks, presentations and any other associated teaching materials, information or equipment in any format (whether recorded or not and if recorded, in whatever medium and whether in human or machine readable form) provided to the Trainee by CAE for the purposes of the Course;

1.8. **“Certificate”** shall mean the pilot certificate identified in the TSA which the Trainee aims to obtain following the Course;

1.9. **“NAA”** means the relevant National Aviation Authorities identified in the TSA;

1.10. **“Operational Manual”** means the flight operations manual provided to the Trainee by CAE.

1.11. **“Party”** means CAE and the Trainee individually; and “Parties” means CAE and the Trainee collectively;

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- 1.12. **“Price”** means the amount identified in the TSA to be paid by the Trainee to CAE for the Course, including the services, equipment and facilities included therein.
- 1.13. **“Provider(s)”** means any capable entity(ies) forming part of the CAE Training Network designated by CAE to provide all or part of the Course under the TSA;
- 1.14. **“Registration Deposit”** means the nonrefundable registration deposit specified in the TSA to be paid by the Trainee to CAE;
- 1.15. **“Review Board”** means the body specifically established to address complaints and objections of Trainees with respect to the performance of this GTC and other matters;
- 1.16. **“Start Date”** means the date identified in the TSA, when CAE starts providing the Course;
- 1.17. **“Trainee”** means the person identified in the TSA entering into the Contract with CAE for the provision of the Course;
- 1.18. **“Syllabus”** means the document specifying the contents of the Course, i.e. the subjects covered as prescribed by the NAA;
- 1.19. **“Training Manuals”** means the manuals containing the details of the Course. Each of these manuals is provided to the Trainee by CAE.
- 1.20. **“Training Services Agreement”** or **“TSA”** means the agreement between CAE and the Trainee incorporating these general terms and conditions for the provision of the Course by CAE.
- 1.21. **“Unacceptable Behaviour”** means inappropriate or unacceptable conduct of the Trainee to such an extent that further continuation of the TSA cannot reasonably be expected from CAE or any Provider, such as any serious, or repeated, violation of CAE Standards or such other behaviour, wherever and whenever displayed, which reasonably demonstrates that the Trainee does not have the sense of responsibility that is required in the aviation industry.
2. **GENERAL INTERPRETATION** - In the Contract:
- 2.1. words denoting the singular include the plural and vice versa;
- 2.2. words denoting one gender include each and all genders;
- 2.3. references to the words “include” or “including” or “such as” shall be deemed to be followed by “without limitation” or “but not limited to”, whether or not they are followed by such phrases or words of similar import;
- 2.4. in the GTC, a reference to the TSA shall include a reference to all agreements expressly referred to therein;
- 2.5. unless otherwise indicated, when calculating time periods, the first day shall be omitted in the calculation and days shall mean calendar days;
- 2.6. clause headings are for convenience only and shall not affect the construction of the Contract.
3. **CAE ’S OBLIGATIONS:**
- 3.1. **Provision of Course:** CAE will provide teaching materials, practical training and instruction, ground and flying instructors, aircraft and equipment as relevant and appropriate to the nature of the Course and as per the Syllabus approved by the NAA. Training will consist of ground (theoretical) instruction, training of practical skills and flight hours so as to fulfil the NAA’s requirements for the Course and will be performed in accordance with CAE’s training permits, the relevant statutory requirements and CAE’s standards, policies and procedures. Although the purpose of the Course is to prepare the Trainee in such a manner that the Trainee can objectively be expected to reach the theoretical and practical proficiency necessary to do the required exams to obtain the License, CAE has no further responsibility and gives no guarantee (implicit or explicit) that the Trainee will achieve the necessary proficiency to qualify for the applicable NAA’s examination, achieve the License or any BNU qualification.
- 3.2. **Course Variation and Transfer:** CAE reserves the right, at any time or times, to vary the content of or otherwise alter any Course provided that such variation does not of itself prevent the Trainee from attaining the standard advertised as attainable under such Course. JetBlue shall be notified in advance of any material changes to the Course.
- 3.3. **Length & Location of Course:** The Course will begin on the Start Date and duration of the Course will be as stated in the Course details provided that CAE in its discretion may extend the duration of the Course as it sees fit to take account of weather conditions, the ability of the Trainee, or otherwise as CAE shall deem requisite or expedient. If CAE believes that the Trainee requires any remedial or excess training to successfully complete the Course, or to prepare for a specific examination or re-examination, CAE will

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timely advise the Trainee. Additional training charges will apply (ground & flying, whether synthetic or in aircraft) and are deemed authorized by the Trainee in relation to the additional training hours recorded, unless otherwise stated in the TSA or the Trainee has written confirmation from CAE that the additional training is non-chargeable. The Course shall be provided at the training locations specified in the TSA. The Trainee agrees that parts of the Course may be performed at a different location. The Trainee is responsible for timely acquiring and maintaining a valid passport and, if applicable, visa in order to follow the Course in the various locations where same is provided. If the training is not being provided in the Trainee's country, then the Trainee may be required to attend a personnel interview at the embassy of the country where the training will be provided. If any part of the Course is provided in the USA, the Trainee shall also obtain a Transport Security Agency clearance.

3.4. Additional Fees: The Trainee shall pay to CAE all additional Course fees unless otherwise stated in the TSA or the Trainee has written confirmation from CAE that the additional training is non-chargeable and, if any, Accommodation fees, which result from a variation/extension of the Course pursuant to clauses 3.2 or 3.3, which shall be calculated and paid as provided in clause 4.1 by reference to the published rates at the time of variation or extension.

3.5. Accommodation (if included as part of the TSA): Subject to availability CAE shall provide the Trainee upon request with Accommodation for the duration of the Course.

4. TRAINEE'S OBLIGATIONS:

4.1. Fees:

4.1.1. Price & Payment Terms: The Trainee will pay the Price for the Course at the rates and in accordance with the payment times set out in the TSA. Unless specifically otherwise provided for in the TSA, the Price is firm and fixed and excludes all taxes and duties. All costs/fees not specifically identified in the TSA as being the responsibility of CAE shall be the responsibility of the Trainee. All additional fees owed by the Trainee, plus applicable taxes, shall be paid by the Trainee on their respective due date identified in the TSA, or in the absence thereof, identified on their respective invoice. CAE will issue relevant invoices for payment by the Trainee. Should payment not be made by the Trainee in accordance with the Contract, CAE reserves the right to (i) charge interest at the rate identified in the TSA for any late payment from the due date till payment is received; and/or (ii) suspend, without notice, any services to be rendered under the Contract. It is imperative that the Trainee clear all amounts due and payable by the Trainee to CAE before applying for the License. CAE reserves the right to delay the issuance of the Trainee's certificate of completion of training until such time as the Trainee has paid all amounts owed to CAE.

4.1.2. Form of Payment: Acceptable forms of payment are identified in the TSA.

4.1.3. Variations: CAE may vary the Price quoted in the TSA on one month's written notice to the Trainee if a variation or extension of the Course is required to reflect increases in costs incurred by CAE including increases in aviation fuel costs, visa fees (if included in the Price), taxation or wage increases imposed by any statutory body or authority, or increases in costs pursuant to changes in the regulations and requirements of the applicable NAA. The amended Price shall become effective per the date that such changes materialize.

4.2. Payment of Registration Deposit: The Trainee shall pay to CAE the Registration Deposit prior to acceptance on a Course. Subject to clause 4.3, on commencement of training the Registration Deposit shall be treated by CAE as payment towards the cost of the Course.

4.3. Set Off: CAE shall be entitled to set off from the Registration Deposit any amounts owing to it by the Trainee including any sums payable to CAE as a result of damage to CAE property under the control of the Trainee.

4.4. Age and Qualifications: The Trainee warrants that (s)he will have reached the minimum age required for the Course or as per local restrictions by the Start Date, that (s)he has attained the entry level requirements (including minimum educational standard and English proficiency as all training, including Course Materials, will be provided in the English language) appropriate to the Course as published by CAE and that (s)he is eligible to take the relevant NAA examinations by reference to the latest edition from time to time of the NAA's requirements for the License, and shall upon request provide CAE with satisfactory evidence thereof.

4.5. Examinations:

4.5.1. The Trainee shall comply with all relevant NAA requirements for the booking of examinations, which (s)he is required to take pursuant to the Course.

4.5.2. CAE will organise and pay for the initial sitting of the exams provided they are held at CAE's facility identified in the TSA. In the unlikely event that the NAA cannot accommodate all candidates at such facility, CAE will arrange any necessary transport and accommodation at an alternative exam centre. The additional costs associated with such a change will be borne by the individual Trainee concerned. Unless otherwise stated in the TSA, the costs of any exam re-sits will be charged to the Trainee in full.

4.6. Medical: The Trainee may not commence training with CAE unless (s)he has provided the necessary medical certificate(s) identified in the TSA. The Trainee must provide the original(s) for Course enrolment. The Trainee acknowledges that any

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medical and dental expenses incurred as well as any required registrations with local medical practitioners prior to the Start Date are the responsibility of the Trainee. The Trainee is advised to obtain insurance to cover the risk of losing medical certificate(s) for any reason. The Trainee must, at his/her own expense, keep his Medical Certificate(s) current until completion of the Course. A Trainee who allows the Medical Certificate(s) to lapse does so at his/her own risk.

4.7. Appearance and Behaviour: From the Start Date until the end of the Course, the Trainee shall:

4.7.1. wear the recommended CAE uniform during Course hours; 4.7.2. not display at any time any Unacceptable

Behaviour;

4.7.3. observe any CAE Standards, regulations and instructions from time to time issued by CAE or any of its officers or instructors;

4.7.4. not behave in a manner likely to damage the reputation of CAE or to compromise the safety of others in any way;

4.7.5. allow CAE to test him randomly for prohibited drugs and/or alcohol.

4.8. Attendance:

4.8.1. CAE will schedule the Trainee's training for any lessons at CAE. The Trainee is required to be available for all such training and to arrive at the scheduled time for each lesson. Failing to do so may result in refusal of admittance to such lesson. CAE reserves the right to charge the Trainee for any fees incurred due to the Trainee's failure to attend any pre-notified training activity.

4.8.2. **Consent for Leave:** The Trainee must obtain prior written consent from the Head of Training of CAE (or authorised representative) before being absent from the Course for any reason, and shall obtain a medical certificate from a General Practitioner if (s)he is absent by reason of sickness for more than 2 consecutive days.

4.8.3. **No Refund:** CAE shall not be required to make any refund of Course fees (or of deposits for same), Registration Deposit or, if any, Accommodation Fees in respect of periods of absence by the Trainee.

4.8.4. **Leave of Absence:** The Course timetable shall be published and available to the Trainee from the Start Date. Requests by the Trainee for leave in addition to that incorporated in the Course timetable will be considered by CAE. In each case CAE reserves the right to vary or extend the Course if the Trainee takes additional leave.

4.8.5. **Infectious Illness:** If the Trainee is suffering from or has reason to believe (s)he has been in contact with any infectious disease he shall obtain and provide to CAE a medical certificate confirming that (s)he is fit to continue the Course before continuing the Course.

4.9. Accommodation:

4.9.1. Upon check-in at the Accommodation, the Trainee will sign an accommodation agreement with additional detailed terms specific to CAE-managed accommodation.

4.9.2. The Trainee shall vacate the Accommodation immediately upon completion of the Course or termination pursuant to clause 6 or as the parties otherwise agree.

4.9.3. Local transportation between the CAE training centre or flight school and the CAE- managed accommodation is included in the Price.

4.9.4. **If Accommodation is not included in the TSA:** The Trainee will inform CAE Customer Services of his/her address from time to time and shall be responsible for making adequate travel arrangements for attendance during the Course.

4.10. **Damage to CAE Property:** The Trainee shall be responsible for and shall reimburse CAE for the cost of repairing or replacing:

4.10.1. loss of or damage to Accommodation or items in the Accommodation caused by the negligence or wilful conduct of any person;

4.10.2. any loss of or damage to any CAE property caused by the wilful misconduct or gross negligence of the Trainee.

4.11. **Meals:** Unless otherwise stated in the TSA, the Trainee shall provide his/her own meals.

4.12. Copyright:

4.12.1. No Trainee or graduate of CAE may use artwork, trademarks, logos or intellectual property belonging to CAE, nor may they attribute quotes to CAE employees in any form of written, printed or electronically recorded or transmitted media without the express permission of the CAE corporate communications department.

5. INSURANCE AND LIABILITY:

5.1. **Insurance By CAE:** CAE undertakes, at its own cost, to maintain (i) comprehensive hull insurance in respect of the aircraft and simulation equipment used for training and (ii) aviation liability insurance (covering bodily injury and property damage) in an amount and under conditions customary for the relevant industry and in particular:

5.1.1. **Additional Insured:** CAE shall include the Trainee as an additional insured with a severability of interest

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clause under its aviation liability insurance policy but the Trainee should be aware that this insurance is not a life insurance policy and does NOT cover the Trainee for his/her own personal death or injury or loss of personal property and the Trainee is therefore strongly advised to make his/her own arrangements for this coverage.

5.1.2. **Certificate of Insurance:** CAE will upon request provide to the Trainee a copy of the certificate of such aviation liability insurance.

5.1.3. **Rights of Subrogation:** CAE shall waive rights of subrogation against the Trainee in respect of loss or damage to CAE's aircraft, facilities and other property unless in case of gross negligence or wilful misconduct of the Trainee.

5.2. **Insurance by Trainee:** The Trainee undertakes to effect and maintain, at the Trainee's own expense, insurance covering all risks of suffering death or injury or suffering loss of or damage to property during the Course.

5.3. **Exclusion and Limitation of CAE's Liability:**

5.3.1. Save that no liability for death or personal injury caused by the gross negligence or wilful misconduct of CAE or of its employees or any persons under its control is hereby excluded, and that the Contract shall not limit or exclude any liability of CAE which cannot effectively be excluded in law:

5.3.1.1 CAE shall not be liable to the Trainee in respect of his/her death, personal injury or other loss howsoever caused.

5.3.1.2 NOTWITHSTANDING ANYTHING CONTAINED IN THE CONTRACT TO THE CONTRARY, CAE SHALL IN NO EVENT HAVE ANY LIABILITY TOWARDS THE TRAINEE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THE CONTRACT AND THE SERVICES TO BE PROVIDED THEREUNDER. MORE PARTICULARLY, IN NO EVENT SHALL CAE HAVE ANY LIABILITY FOR ANY LOSS OF (FUTURE) INCOME ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE CONTRACT OR THE TERMINATION OR CANCELLATION THEREOF, OR FROM ANY OTHER CAUSE, EVEN IF CAE HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF.

5.3.1.3 CAE'S AGGREGATE LIABILITY UNDER OR PURSUANT TO THE CONTRACT SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND CAE SHALL IN NO CIRCUMSTANCES BE LIABLE IN EXCESS OF THE AMOUNT OF THE COURSE PRICE RECEIVED BY IT FROM THE TRAINEE. THESE LIMITATIONS WILL APPLY FOR ALL CLAIMS RELATED DIRECTLY OR

INDIRECTLY TO THE CONTRACT, INCLUDING CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE) AND STRICT LIABILITY.

5.4. **No Liability for Property Damage:** CAE shall not be liable for loss or damage to property of the Trainee howsoever caused.

5.5. **Motor Vehicles/Bicycles:** CAE is not responsible for any loss or damage arising from the use or storage of any vehicles howsoever caused. Trainees wishing to bring a motor vehicle or motorcycle onto CAE premises must produce evidence of third party insurance cover.

5.6. Except as provided in Clause 5.3 above, the Trainee shall indemnify and keep indemnified CAE against any loss, claim, damages etc suffered by CAE due to any claim, proceeding etc filed or claimed by any third party against CAE as a result of any act of commission or omission by the Trainee.

5.7. For the purposes of this Clause 5, "CAE" shall include the Provider(s), if any, and their respective officers, directors and personnel.

6. **CANCELLATION/TERMINATION:**

6.1. **Termination by CAE:**

6.1.1. The Contract and/or the provision of training by CAE to the Trainee hereunder may be terminated at any time by CAE if:

6.1.1.1. The Trainee fails to pay any sum due and such default continues for more than fifteen (15) days after receipt of notice from CAE;

6.1.1.2. The Trainee is declared bankrupt or insolvent under the applicable laws, a trustee or receiver is appointed to take control over the Trainee or his/her estate or the Trainee makes a general assignment for the benefit of its creditors or the Trainee is declared unable to look after his/her affairs;

6.1.1.3. In CAE's opinion the Trainee has displayed Unacceptable Behaviour (and CAE's discretion and decision in such respect shall be absolute and final);

6.1.1.4. despite genuine efforts, the Trainee underperforms in achieving the required training result as per the Course requirement;

6.1.1.5. the Trainee is no longer able to meet the requirements for the License; or

6.1.1.6. the Trainee fails to meet minimum requirements of proficiency in English for the License.

6.1.2. If CAE decides to terminate this Contract for reasons identified in clause 6.1.1.3 to

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6.1.1.6, the Trainee has the right to apply for Review Board procedure (as described in the Training Manuals) within ten (10) days following the date of notice of termination, failing which the Trainee will be deemed to have accepted the termination. The Trainee's written notice of objection shall only be considered by the Review Board if timely lodged and properly substantiated. The Review Board shall reach a decision in all reasonableness, taking into account all relevant circumstances of the case. The decision shall be final and binding on the Trainee.

6.2. Cancellation/Termination by Trainee:

- 6.2.1. Prior to the Start Date: The Trainee shall be entitled to cancel the Course, and consequently terminate this Contract by giving not less than thirty (30) days' notice in writing to CAE prior to the Start Date, without having to pay any financial compensation to CAE (for the avoidance of doubt, CAE shall nonetheless keep the Registration Deposit). In the event of notice being less than thirty days prior to the Start Date, any such cancellation/termination by the Trainee shall be subject to payment to CAE of the financial compensation (cancellation fee) identified in the TSA. The failure of the Trainee to timely pay any amounts owed to CAE before the start of the Course or to show up on the Start Date for any reason whatsoever shall also be regarded as a cancellation of the Course and termination of this Contract by the Trainee.
- 6.2.2. Once the Course has commenced, the effects of termination shall be as per clause 6.3 below.
- 6.3. **Effects of Cancellation/Termination:** If the Contract is cancelled/terminated for any reason after the Start Date, the Trainee shall remain liable for all aggregate and/or unpaid Course fees, all Accommodation fees (if the Trainee occupies CAE - managed Trainee Accommodation) and any other charges incurred to provide training to the Trainee, which remain owing by the Trainee to CAE at the date of cancellation/termination. The Trainee will however be entitled to a refund of moneys paid in advance to CAE and held in his CAE account, calculated as the Trainee's total payments less (i) the total charges incurred to provide training to the Trainee (such as aggregate Course fees and, if the Trainee occupies CAE -managed Trainee Accommodation, Accommodation fees); (ii) any other charges incurred by CAE as part of undertaking a Course or which have arisen as part of the Contract such as written test, books, uniforms, navigation equipment) and (iii) the cancellation/termination fees identified in the TSA. If it is found that the Trainee owes money to CAE at time

of termination, the Trainee will be required to immediately pay CAE for any remaining outstanding fees. When a refund is due, CAE will issue the refund within 30 days of program termination, and such refund will be made to the Trainee or his lender in the event that one was used.

- 6.4. **Survival:** Any termination or expiration of the Contract shall be without prejudice to (i) any rights and obligations of the parties, which have accrued at the date of such termination; or

(ii) pursuant to any other provision of the Contract that, by its nature and context, is intended to survive.

7. COURSE MATERIALS:

- 7.1. The Trainee undertakes, without limitation in time, and agreeing that violation of this Clause will warrant legal action against the Trainee:
- 7.1.1. To use the Course Materials only for the purpose of the Course, as authorized by CAE and in the manner instructed to do by CAE, and not otherwise.
- 7.1.2. Not to copy or reproduce in any way or by any means (including by drawing, sketched or pictures, by camera, videos or the use of any other type of technology) in whole or in part the Course Materials.
- 7.1.3. To retain all Course Materials in his personal possession and ownership and not to disclose or distribute the same to any other person, provided that upon written request of CAE at any time the Trainee shall deliver up the Course Materials provided to the Trainee under the Contract and any copies thereof.
- 7.2. The Trainee acknowledges that, unless specifically otherwise identified as such by CAE, the Course Materials and training equipment are proprietary to CAE and/or its licensor(s) and are provided to the Trainee solely for the purpose of the Contract and the training to be provided thereunder.

8. PERSONAL DATA:

- 8.1. In order to provide the Course and anything associated with that, CAE and the relevant Provider(s) collect, process, use and store Trainee's personal data, including personal identification and bank details, background and medical information, the results of reference checks and assessments, and other information required to deliver the Course or 9.3.to record Course progress. CAE complies, and shall ensure that is Provider(s) comply, with applicable legal requirements and does not transfer or disclose Trainee's personal data to third parties except:
- (i) as is required or desirable to provide the Course or as may be required by law or applicable regulations, which includes transferring Trainee's personal data to the Provider(s) 9.4.(including but not limited to Providers in

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the USA), the relevant NAA(s), educational oversight institutions and external security agencies;

- (ii) as is required or desirable in connection with 9 (arranging) financing for payment of the Course fees or associated sponsoring arrangements, which includes transferring Trainee's personal data to the financial institution(s) providing the financing, any intermediary acting therefor, any competent financial oversight institutions and any
- (iii) airline or other sponsor being part of a financing arrangement; or
- (iv) if specifically requested by the Trainee (for example, to potential employers).

By signing the TSA, the Trainee explicitly consents to the above actions, including the transfer of such data in the manner specified. The Trainee has the right to request access to its personal data kept by CAE or the Providers and to request correction of errors contained in such data.

8.2. CAE shall ensure that the relevant Provider(s) shall, have and maintain appropriate technical and organisational measures in place to protect personal data obtained, accessed or processed by it/them against unauthorised or unlawful processing, accidental loss, destruction or damage.

8.3. CAE reserves the right, unless specifically requested otherwise by the Trainee, to use any pictures, images and other materials for publicity purposes involving Trainees enrolled for training.

8.4. CAE reserves the right to retain all relevant paperwork connected to the course of training stipulated in the Contract for a period of up to 5 years or the minimum period as may be required by the applicable regulations, by the NAA or competent oversight institutions, whichever is the longer.

9. GENERAL:

9.1. **Amendment:** The Contract may not be amended except by written instrument executed by each Party's duly authorized representatives.

9.2. **Integral Part & Order of Precedence:** The GTC shall form an integral part of the TSA. In the event

of inconsistencies, the terms of the TSA shall prevail.

Severability: If any term of the Contract is determined to be invalid or legally unenforceable, all other terms shall remain in force. If the economic and legal substance of the Contract is affected in any manner materially adverse to any Party; the Parties hereto shall negotiate in good faith to modify the Contract, so as to give effect to the intent of the Parties, as far as reasonably possible.

Entire Agreement: The Contract sets out the entire agreement and understanding of the parties relating to the

subject matter thereof and supersedes all prior agreements, understandings or arrangements (whether verbal or written).

Force Majeure: CAE shall not be liable for any failure or delay in performance of the Contract, which is caused in whole or in part by circumstances beyond its reasonable practical control, such as war, acts of the public enemy, armed aggression, terrorism, civil disturbances, insurrection, riot, revolution; fire, theft, explosion, earthquake, lightning, flood or other major action of the elements; epidemic or quarantine restriction or other catastrophe; energy or other relevant utilities shortages; legislation, any act, law, order, regulation, direction or request of any governmental or other duly constituted authority; strike or other labour troubles; non-availability of necessary training equipment or support services due to unscheduled maintenance; lack or shortage or delay in delivery of supplies, materials, accessories, equipment or services. In the event of the above failure or delay, the time fixed for the completion of the Course by CAE shall, at CAE's option, be extended for such period as is reasonable in view of the circumstances and in all cases as a minimum for the period during which any such cause and the effects thereof persist. CAE shall use all reasonable efforts to minimize the effects of a force majeure event. Where the force majeure event persists for at least one hundred and twenty (120) days, the Parties undertake to consult with each other and use all reasonable efforts to mitigate any damages or losses suffered as a result thereof. Should the Parties be unable to agree upon a revised basis to proceed, then either Party may thereupon by written notice terminate the Contract. The Parties shall determine between themselves a fair and equitable treatment of the termination in light of the circumstances.

Transfer, Assignment, Subcontract: The Trainee hereby agrees that CAE may, without the Trainee's consent: a) assign and/or transfer CAE's interest, rights and/or obligations to an entity which succeeds to substantially all of its assets or rights in any of the premises where the Course are given provided that in each case such assignee/transferee agrees, in writing, to comply with all obligations contained herein relating to such assigned and/or transferred rights and/or obligations; b) assign and/or transfer its rights to receive payments hereunder; and/or c) assign, transfer or subcontract, in whole or in part, the performance of the Course or elements thereof to